

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

SARAH WILLIAMS	:
and	:
ELLEN GORE,	:
Plaintiffs,	: Civil Action No. 02-cv-5249
vs.	:
NATIONS CREDIT FINANCIAL SERVICES	:
CORPORATION, d/b/a EQUICREDIT,	:
EQUICREDIT CORPORATION OF AMERICA,	:
U.S. BANK NATIONAL ASSOCIATION, as	:
TRUSTEE under various pooling and servicing	:
Agreements, PROFESSIONAL MORTGAGE	:
CORPORATION, PROFESSIONAL HOME	:
REMODELING COMPANY, ALLIANCE	:
SEARCH & ABSTRACT, INC.,	:
Defendants.	:

**DEFENDANTS' ANSWER AND AFFIRMATIVE DEFENSES
TO THE CROSS-CLAIMS OF DEFENDANT
PROFESSIONAL HOME REMODELING COMPANY**

Defendants NationsCredit Financial Services Corporation, as successor by merger to EquiCredit Corporation of Pa., EquiCredit Corporation of America and U.S. Bank National Association, as Trustee, (collectively, "Defendants"), by and through their undersigned counsel, Reed Smith LLP, hereby answer the Cross-Claims of Defendant Professional Home Remodeling Company ("Professional Home") according to their numbered paragraphs and assert their Affirmative Defenses as set forth below:

CROSS-CLAIM I
Against Co-Defendant Nationscredit Financial Services Corporation, d/b/a EquiCredit

171. The allegations set forth in Paragraph 171 of Professional Home's Cross-Claims require no responsive pleading by Defendants.

172. Denied. The allegations set forth in Paragraph 172 of Professional Home's Cross-Claims are conclusions of law to which no responsive pleading is required. To the extent that these allegations may be deemed factual, they are denied.

173. Denied. The allegations set forth in Paragraph 173 of Professional Home's Cross-Claims are conclusions of law to which no responsive pleading is required. To the extent that these allegations may be deemed factual, they are denied.

174. Denied. The allegations set forth in Paragraph 174 of Professional Home's Cross-Claims are conclusions of law to which no responsive pleading is required. To the extent that these allegations may be deemed factual, they are denied.

WHEREFORE, Defendants respectfully request judgment in their favor, together with costs of suit, attorney's fees, and such other and further relief as this Court deems just and proper.

CROSS-CLAIM II
Against Co-Defendant EquiCredit Corporation of America

175. The allegations set forth in Paragraph 175 of Professional Home's Cross-Claims require no responsive pleading by Defendants.

176. Denied. The allegations set forth in Paragraph 176 of Professional Home's Cross-Claims are conclusions of law to which no responsive pleading is required. To the extent that these allegations may be deemed factual, they are denied.

177. Denied. The allegations set forth in Paragraph 177 of Professional Home's Cross-Claims are conclusions of law to which no responsive pleading is required. To the extent that these allegations may be deemed factual, they are denied.

178. Denied. The allegations set forth in Paragraph 178 of Professional Home's Cross-Claims are conclusions of law to which no responsive pleading is required. To the extent that these allegations may be deemed factual, they are denied.

WHEREFORE, Defendants respectfully request judgment in their favor, together with costs of suit, attorney's fees, and such other and further relief as this Court deems just and proper.

CROSS-CLAIM III
Against Co-Defendant U.S. Bank National Association, as Trustee

179. The allegations set forth in Paragraph 179 of Professional Home's Cross-Claims require no responsive pleading by Defendants.

180. Denied. The allegations set forth in Paragraph 180 of Professional Home's Cross-Claims are conclusions of law to which no responsive pleading is required. To the extent that these allegations may be deemed factual, they are denied.

181. Denied. The allegations set forth in Paragraph 181 of Professional Home's Cross-Claims are conclusions of law to which no responsive pleading is required. To the extent that these allegations may be deemed factual, they are denied.

182. Denied. The allegations set forth in Paragraph 182 of Professional Home's Cross-Claims are conclusions of law to which no responsive pleading is required. To the extent that these allegations may be deemed factual, they are denied.

WHEREFORE, Defendants respectfully request judgment in their favor, together with costs of suit, attorney's fees, and such other and further relief as this Court deems just and proper.

CROSS-CLAIM IV
Against Co-Defendant Alliance Search & Abstract, Inc.

183. The allegations set forth in Paragraph 183 of Professional Home's Cross-Claims require no responsive pleading by Defendants.

184. Denied. The allegations set forth in Paragraph 184 of Professional Home's Cross-Claims are addressed to a defendant other than Defendants and, therefore, no responsive pleading is required.

185. Denied. The allegations set forth in Paragraph 185 of Professional Home's Cross-Claims are addressed to a defendant other than Defendants and, therefore, no responsive pleading is required.

186. Denied. The allegations set forth in Paragraph 186 of Professional Home's Cross-Claims are addressed to a defendant other than Defendants and, therefore, no responsive pleading is required.

WHEREFORE, Defendants respectfully request judgment in their favor, together with costs of suit, attorney's fees, and such other and further relief as this Court deems just and proper.

AFFIRMATIVE DEFENSES

1. Professional Home's Cross-Claims fail to state a claim against Defendants upon which relief can be granted.
2. Professional Home is not entitled to recover any of its attorneys' fees.
3. Professional Home's Cross-Claims are barred, in whole or in part, by the doctrines of laches, waiver, and/or estoppel.
4. Professional Home's Cross-Claims are barred, in whole or in part, by the doctrine of agency.
5. Professional Home's Cross-Claims are barred, in whole or in part, by the doctrine of unclean hands and the concepts of equity.
6. Professional Home's Cross-Claims are barred, in whole or in part, by the holder-in-due course doctrine.
7. Professional Home has not suffered any damages caused by any act or omission of Defendants.
8. Professional Home has failed to join indispensable parties.
9. Defendants are entitled to an offset against Professional Home.

Respectfully submitted,

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Counsel for Defendants NationsCredit
Financial Services Corporation, as successor by
merger to EquiCredit Corporation of Pa.,
EquiCredit Corporation of America, and U.S.
Bank National Association, as Trustee

Dated: February 13, 2003

CERTIFICATE OF SERVICE

The undersigned counsel for Defendants NationsCredit Financial Services Corporation, as successor by merger to EquiCredit Corporation of Pa., EquiCredit Corporation of America, and U.S. Bank National Association, as Trustee, hereby certifies that on February 13, 2003, she caused to be served the foregoing Defendants' Answer and Affirmative Defenses to the Cross-Claims of Defendant Professional Home Remodeling Company, by first class mail, prepaid postage, upon the following:

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By: _____
Barbara Kiely